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B. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, excluding its conflict of law principles. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Los Angeles, State of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Federal arbitration laws and California state arbitration laws apply to this Agreement. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and zipLogix as a result of this Agreement.

D. Indemnification. You agree to indemnify and hold zipLogix, its parents, subsidiaries, affiliates, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of any zipLogix Product.

E. Severability; Waiver. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. A party's waiver of any breach of this Agreement must be made in writing and shall not constitute a waiver of any other breach. A party's failure to demand performance of any obligation shall not constitute a waiver of a party's right to demand performance of such obligation in the future.

F. Information Regarding zipLogix Products and Services. You consent to zipLogix sending you information via fax and/or email regarding products and services that may be interesting or valuable to you via the contact

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H. Survival. All provisions which may reasonably be construed to survive shall survive the expiration or termination of this Agreement.

ADDITIONAL TERMS FOR SPECIFIC ZIPLOGIX PRODUCTS

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2. Each team member will be able to create, edit, modify, print, send, export and delete transactions for, or on behalf of, any other member of the team. Each team member will be able to use other team member's names and contact information to create, edit, modify, print and send transactions, and each team member will be able to access the contact list of the other team members. Each team member will only be able to access the forms libraries for which such member has a valid license. Joining a team account will not create a license for, or otherwise enable, an individual team member to view, access, create, edit or modify forms in a forms library for which such member does not have a valid license, even if another team member has a valid license for such other forms library. Team members may not alter the name of the agent and broker that prints automatically at the bottom of each form, including by altering the form to add the name of the team.

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4. Compliance with Law. As routine practice, zipLogix provides consumer disclosures for all signature transactions processed through TouchSign®. However, zipLogix shall not be responsible for, and you are solely responsible for, determining whether the use of an electronic record or electronic signature complies or does not comply with any and all laws, rules and regulations including, but not limited to, electronic record and electronic signature laws such as the Electronic Signatures in Global and National Commerce Act (E-SIGN) or the Uniform Electronic Transactions Act (UETA) and your state's laws and regulations pertaining to electronic records and electronic signatures and the real estate industry. zipLogix shall not be responsible or liable for, and you are solely responsible for, determining whether a consumer (as defined under applicable law) must be provided with a disclosure required by law to be in writing, whether the delivery of an electronic record satisfies such law, and for providing such disclosure to the consumer. zipLogix makes no representations or warranties that the consumer disclosures in TouchSign® are appropriate for or provide all of the disclosures as required for your particular transaction. If you are unsure whether your electronic record or electronic signature complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.

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QUESTIONS

Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

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Effective: September 17, 2014
Last Revised: September 17, 2014